

No: 4558 Equity

that if the said Henry Keefauer shall pay on or before the first day of April in the year eighteen hundred and seventy seven to the said Peter Shafer Sr, the sum of twenty five hundred dollars with interest thereon from the date hereof according to the tenor of his promissory note of even date herewith, payable to the said Peter Shafer Sr, or order on first day of April aforesaid, then this Mortgage shall be void, and the said Henry Keefauer and Maria Keefauer his wife for their heirs and personal representatives, hereby, covenants, sell and pay the aforesaid money according to the tenor of the note aforesaid, and they further covenants and agrees with the said Peter Shafer Sr his personal representatives and assigns, in like manner, that in default of payment of said note the said Peter Shafer Sr may enter and take possession of the property aforesaid. Provided, that until default of payment of said note, the said Henry Keefauer shall possess the premises as of his present estate therein - And provided, that if default shall be made in the payment of the money aforesaid, or the interest thereon at the time or in the manner aforesaid, then it shall be lawful for the said Peter Shafer Sr to sell the said mortgaged premises at Middleton by public Auction, after giving at least twenty days notice of the time, place and terms of sale, in some newspaper published in Frederick County prior to the day of sale, and to apply the proceeds of such sale to the payment in the first to the expenses attending said sale, and then to the payment of the said debt, and the surplus, if any to pay to the said Henry Keefauer

Witness our hands and seals

Test: Ezra Minnick

Henry Keefauer (Seal)
Maria Keefauer (Seal)

State of Maryland, Frederick County, to wit:

I hereby certify that on this Eighteenth day of April in the year Eighteen hundred and seventy six, before me the subscriber a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared Henry Keefauer and Maria Keefauer his wife and did each acknowledge the foregoing Mortgage to be their respective act And at the same time and place appeared Peter Shafer Sr the Mortgagee named for the foregoing Mortgage, and made oath in due form of Law, that the contents in said Mortgage are true and bona fide, as therein set forth.

Taken Feb. 3, 1880

Ezra Minnick J. P.

\$350.00

Twelve months after date I promise to pay to Peter Shafer or Order the sum of Two thousand five hundred Dollars with interest from date for value received this 1st day of April 1876

Henry Keefauer (Seal)

State of Maryland, Frederick County, to wit:

On this 17th day of April A. D. 1877, before me the subscriber, Register of Wills in and for said County, personally appeared Peter Shafer Sr and made oath on the Holy Evangelists of Almighty God, that no part of the money intended to be secured by the annexed note, hath been received, or any security or satisfaction given for the same

Sworn before

Taken Feb. 3<sup>d</sup> 1880

John R. Ringer
Register of Wills for Frederick County

Endorsed. April 17, 1877

The Orphans Court will pass when called

Test. John R. Ringer Regr.

Exhibit B